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October 4, 2016

Teton County Planning & Zoning Department
Attn: Kristin Rader
Teton County Courthouse
150 Courthouse Drive
Driggs, ID 83422

RE: Preliminary/Master Plat Narrative for proposed 2 Lot Subdivision 680 East 5500 South Victor ID

Dear Staff:

Please consider this Preliminary/Master Plat Narrative we are submitting on behalf of Valoie Nelson owner and applicant for a Two Lot subdivision of 8.11 acres within the SW1/4 NE1/4 of Section 25 T. 4 N., R. 45 E., B.M., TETON COUNTY, IDAHO.

Attached are the following items for your review:

1) Application for Preliminary/Master Plat
2) Draft of Preliminary/Master Plat 2 - 11" x17" Color
3) Development Agreement
4) Narrative referencing the Preliminary Plat Subdivision Application
5) Draft of Final Protective Covenants

Please let me know if you need additional information or have any questions.

Sincerely,

Patrick Gilroy

Enclosure

RECEIVED
BY: K. Owen
DATE: 10-4-2016

wyoming office po box 1143 180 south willow street jackson, wy 83001 tel 307.733.5429 fax 307.733.9669
idaho offices 151 n. ridge ave., suite 117, idaho falls, id 83402 tel 208.529.5429 I 210 e. little driggs, id 83422 tel

RECEIVED
BY: K. Owen
DATE: 10-4-2016

NAME OF SUBDIVSION/PLANNED UNIT DEVELOPMENT

PRELIMINARY PLAT

SUBDIVISION/PLANNED UNIT DEVELOPMENT APPLICATION

The Preliminary Plat is the second of three steps in the development process. Upon receipt of the required materials the planning staff shall stamp the application received and prepare a staff report. Once the Planning Administrator or his designee has reviewed the staff report and deemed the application complete a public hearing will be scheduled with the Planning and Zoning Commission. It is recommended that the Applicant review Titles 6, 8 and 9 of the Teton County Code prior to submittal. These Titles along with application materials are located on the County website at www.tetoncountyidaho.gov. The planning staff is also available to discuss applications and answer questions prior to receiving an application.

To expedite the review of your application, please be sure to address each of the following items.

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner: Valoie Nelson

Applicant: Valoie Nelson E-mail :

Phone: (208) 787-2729 Mailing Address:

City: Victor State: ID Zip Code: 83455

Engineering Firm: Pierson Land Works Contact Person: Patrick Gilroy Phone: (307) 733-5429

Address: 18n. main st Suite 305 Driggs ID E-mail: patrick@plwllc.com

Location and Zoning District:

Address: 680 E 5500 S Parcel Number: RP04N45E251500

Section: 25 Township: 4N Range: 45E Total Acreage: 8.11

Proposed Units/ Lots: 2 Proposed Open Space Acres:

Proposing a Subdivision ☐
Zoning: A 2.5 ☒ A 20 ☐

Proposing a Planned Unit Development ☐
Planned Community ☐ Rural Reserve ☐

- x Latest recorded deed to the property
- x 60% of total base fee (see current fee schedule)
- ☐ $1500.00 minimum retainer for Nutrient Pathogen Evaluation Review, as applicable
- x Affidavit of Legal Interest
- X Concept Plan approved on August 31,2016

Fees are non-refundable.

I, the undersigned, have reviewed the attached information and found it to be correct. I also understand that the items listed below are required for my application to be considered complete and for it to be scheduled on the agenda for the Planning and Zoning Commission public hearing.

- Applicant Signature: Owner Date: _____

I, the undersigned, am the owner of the referenced property and do hereby give my permission to Owner to be my agent and represent me in the matters of this application. I have read the attached information regarding the application and property and find it to be correct.

- Owner Signature: Valarie Nelson Date: 9-12-2016

SECTION II: CHECKLIST OF ITEMS REQUIRED ON THE PLAN/PLAT DOCUMENT

1. Number of Plan/Plats:
   - Thirty (30) Preliminary Plats (18" X 27" or 11" X 17") Prepared By A Professional Land Surveyor/Engineer
   - Ten (10) Master Plans (18" X 27" or 11" X 17") Prepared By A Professional Land Surveyor/Engineer
2. Items on Plan/Plat:
   - Plans and Plats are labeled in lower right hand corner
   - Section(s), Township, Range
   - Accurate angular and lineal dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, and easements areas to be dedicated for public use, and other important features are shown.
   - Identification for all lots and blocks and road names are clearly shown. Lot lines show dimensions in feet and hundreds.
   - Perimeter subdivision lines are accurately related by distance and bearings to established roads or street lines, or 1/16 section corners, and closures are a minimum if one (1) foot in 5000 feet.
   - True angles and distances to the nearest established street lines or official monuments are accurately described in the plat and shown by appropriate symbol.
   - Radii, internal angles, points and curvatures, tangents, tangent bearings, chord, chord bearings and the lengths of all arcs are shown.
   - Accurate location of all monuments and fire protection to be installed, shown by appropriate symbol, and all of the U.S., State, County, or other official bench marks, monuments, or triangulation stations in or adjacent to the property.
   - Each lot corner is monumented or witnessed with permanent marker, in accordance with the rules and regulations of the State Board of Registration for professional engineers and land surveyors, and the markers are shown either by legend or separate description on the plat.
   - Accurate boundaries and legal descriptions are given of any easement or area to be dedicated for public use, with the purpose indicated thereon, and of any area to be reserved by deed or covenant for the common use of all property owners or the general public.
   - Vicinity map with any existing subdivisions within 1 mile and all existing road names
   - Names of adjoining developments and ownership of surrounding land
   - North arrow
   - Contours
   - Section and incorporation lines in and within 200 feet
   - Boundaries and identification of zoning districts
   - Building envelopes
   - Setback requirements
   - Road names
   - Accurate Scale
3. Utilities:
   - Statement in bold letters of proposed water, wastewater and maintenance services
   - Location, width and information of utility right(s)-of-way and easement(s) (telephone, power, water, sewer irrigation)
   - Location and approximate depth of active and abandoned wells and all reservoirs in and within 100 feet

Preliminary/Master Plat Narrative for the Nelson Subdivision

The proposed Nelson Subdivision is dividing one parcel of land containing 8.11 acres into a 2-Lot Subdivision containing Lot 1 of 5.6 acres and Lot 2 of 2.5 acres. This Preliminary/Masterplan conforms to all Title 6, 8 and 9 of the Teton County Code as amended. The 2-Lot Subdivision, Zoned A-2.5 has set in place infrastructure to supply access and utilities to the proposed subdivision.

Section II.

See attached Preliminary/Master Plat for the "Nelson Subdivision".

1. Attached 11 Sheets of the Preliminary/Master Plat
2. All Items referenced on Plat
3. Utility statement referenced on Plat. Well and Septic permit numbers noted
4. Improvement Standards, Not Applicable infrastructure in place.

Section III.

1. Development Agreement attached.
2. Draft of Final Protective Covenants attached.
3. PUD, N/A

Section IV.

1. Design Standards
   a. The property remains within Fox Creek Canal Company Irrigation District.
   b. Wells are establish and permitted on both proposed lots
   c. Water Rights dedicated per share/acreage.
   d. Septic systems established and permitted on both proposed lots
   e. Fox Creek runs seasonally through the Lot 2
   f. Access via County Road 5500 South and 750 Ease; Right of Way noted on Plat. No new roads proposed
2. Maps Required
   a. Property does not contain any lands included in any of the Overlay Areas defined in Title 9 or in any of the overlay areas defined in Title 8.
   b. Geographical Hazards are a non-issue
   c. Nutrient-Pathogen (NP) Evaluation is not required, infrastructure is in place and permits on record with Teton County Health Department.
   d. Overlay exhibits attached as determined by Teton County Planning & Zoning Department mapping as depicted in Subdivision Title 9 Maps.

3. Land Use Applications
   a. Does not apply.

Section V.

1. Correspondence Required
    a. Items addressed on Plat and letters of intent sent to appropriate parties.
2. Infrastructure Improvement Plans
    a. Infrastructure set in place to supply access and utilities to the proposed subdivision.
3. Roads
    a. Access addressed on Plat, County Road 5500 South and 750 Ease; Right of Way noted on Plat. No new roads proposed.
4. Water Rights
    a. The property remains within Fox Creek Canal Company Irrigation District.
    b. Wells are establish and permitted on both proposed lots
    c. Water Rights dedicated per share/acreage.
    d. Irrigation lines lie within dedicated County Road R.O.W
    e. Fox Creek runs seasonally through the Lot 2
    f. Water drainage is a non-issue as all infrastructure and Teton County Public Roads are established.

Recording Requested By and
When Recorded Return To:

Planning Administrator
Teton County Planning Department
150 Courthouse Drive, Ste. 107
Driggs, Idaho 83422

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT FOR NELSON SUBDIVISION

THIS AGREEMENT is made and entered into as of the_____day of_____, 20__, by and between Valoie Neslon and/or assigns (hereafter "Developer") and Teton County Idaho, a political subdivision of the State of Idaho (hereafter "County").

WHEREAS, it is the intent and purpose of the Developer to meet the conditions of approval for the final plat allowing the creation of NELSON SUBDIVISION as approved by the Board of County Commissioners of Teton County on _____,20_.

WHEREAS, the Developer is the sole owner, in law or equity, of certain Property located in the County, which Property is hereinafter referred to as the "Development".

WHEREAS, it is the intent and purpose of the Developer and the County to enter into this Agreement that will guarantee the full and satisfactory completion of the required Improvements on the Property described in this Agreement and it is the intent of this Agreement and the parties to satisfy the Improvement guarantee requirements for the final plat recordation of the subdivision.

WHEREAS, the County has the authority to enter into a development Agreement for the construction of required Improvements associated with the Development.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Section 1. Definitions

1.1 **DEVELOPMENT:** The subject of this Agreement, which is designated and identified as NELSON SUBDIVION located on the Property described in Exhibit A in the jurisdiction of Teton County, Idaho. This definition shall include any and all future names or titles for NELSON SUBDIVISION.

1.2 **IMPROVEMENT:** Any alteration to the land or other physical construction located on or off the Property that is associated with this subdivision/PUD and building site developments.

1.3 **OWNER/DEVELOPER:** means and refers to Valoie Nelson whose address is 689 East 5500 South Victor, ID, the party that owns and is developing said Property and shall include and subsequent owner(s) or developer(s) of the Property.

1.4 **PROPERTY:** means and refers to the certain parcel(s) of Property located in the County of Teton, as described in Exhibit A.

Section 2. Building Permits. No lots or units may be offered for sale or sold (warranty deeds transferred) prior to recordation of the final plat.

Section 3. Control of trash, weeds, dust, erosion, and sedimentation. The Developer shall be fully responsible for all dust abatement, erosion, sedimentation, weed, and trash control on the Property. Developer shall use best management practices and industry standards for control. Trash shall be contained at all times.

Section 4. Permits. The Developer is responsible for obtaining all right-of-way, access, excavation, and other permits and approvals required by local, State, and Federal regulations.

Section 5. Remedies. In the event the Developer fails to perform any of the terms, conditions or obligations in this Agreement or has not resolved a defect or deficiency under this Agreement, the County, at its option, may exercise any rights and remedies it may have under law. Furthermore, the County reserves the right, in its absolute discretion, to revoke the Developer's entitlements for NELSON SUBDIVSION and after such revocation, if Developer chooses to move forward, Developer will have to reapply for approval under the then current County ordinances.

Section 6. Voided Agreement. The County, at its option, may void this Agreement and any vested right should the Developer's failure to perform in compliance with this Agreement results in the County seizing the escrow to complete the Infrastructure or correct the defect or deficiency.

Section 7. Transfer of Lots or Units. No lots or units may be offered for sale or sold (warranty deeds transferred) prior to final Improvement completion and a Certificate of Completion being issued by the County.

Section 8. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 9. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including County's corporate authorities and their successors in office. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

Section 10. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below or on the third day after being deposited in the United States mail, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, to the address set forth below.

Notices to the County shall be addressed to, or delivered at, the following address:

Teton County Board of County Commissioners
ATTN: Planning Administrator
150 Courthouse Drive, Rm. 107
Driggs, Idaho 83422

Notices to the Developer shall be addressed to, or delivered at, the following address:

Valoie Nelson
689 East 5500 South
Victor Idaho, 83455

By notice complying with the requirements of this Section, each party shall have the right to change the address for all future notices, but no notice of a change of address shall be effective until received as provided above.

Section 11. Enforcement. The parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, without limitation enforce or compel the performance of this Agreement.

Section 12. Indemnification.

A. No Liability for County Approval. The Developer acknowledges and agrees (1) that the County is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the County's issuance of any approvals or acceptances of the Improvements or use of any portion of the Improvements, and (2) that the County's issuance of any approvals or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, or licensees or any third party, against damage or injury of any kind at any time.

B. Indemnification. Except as provided below, the Developer agrees to, and does hereby, indemnify the County, and all of its elected and appointed officials, officers, employees, agents and representatives from any and all claims, costs and liability of every kind and nature that may be asserted at any time against any such parties for injury or damage received or sustained by any person or entity in connection with the performance by the Developer of its obligations under this Agreement. The Developer is not an agent or employee of the County.

Section 13. Amendments or Alterations. All changes, amendments, omissions, or additions to this Agreement shall be in writing and shall be signed by both parties.

Section 14. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 15. Filing. The Developer shall have this Agreement recorded in the office of the Teton County Clerk and Recorder at the same time as the final plat is recorded. The Developer shall be responsible for all recording fees associated with this Development.

Section 16. No Conflicts. The County and the Developer hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the County with respect to the approval of this Agreement. The County and the Developer also acknowledge and agree that this Agreement is supported by Title 9 of Teton County Code. The County and the Developer agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right.

Section 17. Authority to Execute. The County hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Board of County Commissioners. The Developer hereby warrants and represents to the County (1) that it is the record owner of fee simple title to the subdivision, (2) that it has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the subdivision as set forth herein, (3) that all legal action needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (4) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer hereunder will (i) result in a breach or default under any Agreement to which the Developer is a party or to which it or the subdivision is bound or (ii) violate any statute, law restriction, court order, or Agreement to which the Developer or the subdivision is subject.

Section 18. Codes. The Developer agrees to abide by all ordinances, regulations, and codes of Teton County and those of the special purpose districts providing service to the Development.

Section 19. Governing Law. This Agreement shall be construed and governed according to the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Teton County, or in the United States District Court for the District of Idaho.

Section 20. Attorney's Fees. Should any litigation be commenced between the parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a court of competent jurisdiction.

Section 21. Final Agreement. This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and County relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and County, other than as are stated herein. All Exhibits referenced herein are incorporated in this Agreement as if set forth in full including all text information in the Exhibits. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to County, to a duly adopted ordinance or resolution of County.

Section 22. No Waiver of County Rights. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision nor will it be deemed to constitute a continuity waiver unless expressly provided for; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any obligation under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement. Developer acknowledges that Teton County reserves the right to revoke all approvals for NELSON SUBDIVSOIN upon failure to comply with the conditions of approval of Final Plat, upon any of the violations of Teton County Title 9, or for misrepresentations or material omissions made to the Teton County Planning Commission or Board of County Commissioners.

Section 23. Effective Date. This Agreement shall become valid and binding only upon its approval by the Teton County Board of County Commissioners and its recording in the Teton County Clerk and Recorders Office; and it shall be effective on the date first written above.

The rest of this page is intentionally left blank

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written.

Agreed:

BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, IDAHO

_____
Chairman, Teton County Board of
County Commissioners

STATE OF IDAHO)
) ss:
COUNTY OF TETON)

On this day of_____, 20 , before me, a Notary Public for the State of Idaho, personally appeared_____, Chairman, known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)

_____
Notary Public
Residing_____
Commission expires_____

_____

_____
(Owner, President or
Managing Director)

STATE OF _____)
) ss:
COUNTY OF _____)

On this_____day of_____, 20__, before me, a Notary Public for the State of_____, personally appeared _____ known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)

_____
Notary Public
Residing_____
Commission expires_____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION OF LAND SUBDIVIDED:
A PARCEL OF LAND IN THE SW 1/4 NE 1/4 SECTION 25, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE SOUTHEAST CORNER OF THE SW 1/4 NE 1/4 SECTION 25 MARKED BY A 5/8 INCH DIAMETER STEEL REINFORCING BAR WITH AN ALUMINUM CAP INSCRIBED "PLS 14222" AND HAVING A C.P.F.R. FILED IN THE OFFICE OF THE CLERK, TETON COUNTY, IDAHO;
THENCE ALONG LATITUDINAL CENTERLINE OF SAID SECTION 25; N89° 26'26"W, 331.9 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N89°26'26"W, 257.63 FEET TO A POINT;
THENCE N04°12'56"W, 722.35 FEET TO A POINT;
THENCE N04°17'48"W, 286.18 FEET TO A POINT;
THENCE S89°43'52"E, 648.51 FEET TO A POINT ON THE LONGITUDINAL E 1/16 LINE OF SAID SECTION;
THENCE ALONG SAID LONGITUDINAL LINE S00°53'39"E, 121.96 FEET TO A POINT;
THENCE S77°16'14"W, 336.60 FEET TO A POINT;
THENCE S00°43'17"E, 778.55 FEET TO THE POINT OF BEGINNING;
CONTAINING 8.11 ACRES MORE OR LESS.
SUBJECT TO COUNTY ROAD AND UTILITY EASEMENT FOR COUNTY ROAD S5500E BOTH EXISTING AND OF RECORD WHICH MAY NOT BE SHOWN ON THIS SURVEY.

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE

NELSON SUBDIVISION

THIS DECLARATION is made effective as of the date of recording, by E. Valoie Nelson ("Declarant").

ARTICLE 1 - RECITALS

The property subject to this Declaration includes the property legally described on Exhibit A attached hereto (the "Property") and made a part hereof by this reference.

The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, to ensure a well integrated high-quality development, in a cost effective and administratively efficient manner.

ARTICLE 2 - DECLARATION

Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;

B. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Declarant, Declarant's successors in interest, and each grantee or Owner, and such grantee's or Owner's respective successors in interest, and may be enforced by Declarant, by any Owner, or such Owner's successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Property and to construct improvements thereon, or any public right-of-way, nor Declarant's right to post signs incidental

to construction, sales, or leasing, nor Declarant's right to modify plans for the Property, all in accordance with any necessary approvals of Teton County.

ARTICLE 3 - DEFINITIONS

"**Association.**" Association shall mean the governing body of the Nelson Subdivision, which shall consist of the Owners.

"**Association Rules.**" Association Rules shall mean those rules and regulations promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

"**Declaration.**" Declaration shall mean this Declaration as it may be amended or supplemented from time to time.

"**Declarant.**" Declarant shall mean E. Valoie Nelson.

"**Design Guidelines.**" Design Guidelines shall mean the construction guidelines approved by the Architectural Committee.

"**Improvement.**" Improvement shall mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

"**Lot.**" Lot shall mean one or more lots shown on any Plat, upon which Improvements may be constructed.

"**Member.**" Member shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

"**Owner.**" Owner shall mean the person or other legal entity, including Declarant, holding fee simple interest of record to a Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

"**Nelson Subdivision.**" Nelson Subdivision shall mean the Property.

"**Person.**" Person shall mean any individual, partnership, corporation, or other legal entity.

"**Plat.**" Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Teton County, Idaho, as the same may be amended by duly recorded amendments thereof.

"**Property**." Property shall mean the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by any supplemental Declaration or otherwise. The Property also may include, at Declarant's sole discretion, such additional property in addition to that described in Exhibit A as may be annexed by means of supplemental Declaration.

"**Waterway**." Waterway shall mean any surface water amenity, including, without limitation, any, canal, ditch, channel, slough, stream or reservoir, natural or artificial, which is located on the Property.

ARTICLE 4 - GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing.

4.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Lot lines or built higher than permitted by the Development Setback Line or other restriction set forth in the Plat, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated by the Architectural Committee. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

4.3.1 Accessory Structures. Detached garages and other out buildings shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. The Owner is responsible for obtaining all approvals and permits required by state and local law.

4.3.2 Driveways. All access driveways shall be properly graded to assure proper ingress, egress, and drainage.

4.3.3 Fencing. All fencing and boundary walls constructed on any Lot shall be approved by the Architectural Committee. In no event shall a fence extend higher than six (6) feet above the finished grade surface of the Lot or extend past the front setback of the home. All fencing must meet the setback requirements of Teton County ordinance.

4.4 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. Adequate lighting for safety and security that is not excessive, does not interfere with vision because of glare, avoids excessive visual adjustment to varying light levels, permits the viewing of the night sky in compliance, and is not obtrusive to homes and public places shall be allowed. All exterior lighting shall conform with Teton County Code Title 8, Chapter 4, Sections 5 and 6, and any amendments thereto. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

4.5 No Further Subdivision. No Lot may be further subdivided, nor may any easement or other interest therein, unless such subdivision complies with all applicable laws. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

4.6 Signs. No sign of any kind shall be displayed for public view without the approval of the applicable Architectural Committee or Association, except:

A. such signs as may be used by Declarant in connection with the development of the Property and sale of Lots;

B. temporary signs naming the contractors, the architect, and the lending institution for particular construction operation;

C. such signs identifying Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee; and,

D. one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Declarant on or from a Lot advertising the residence for sale or lease

All signage, including signage for the exceptions listed in (A)-(D), must be done in accordance with the Subdivision signage format. In addition, all signs must conform with Teton County Code, Title 8, Chapter 9, and any amendments thereto.

4.7 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Teton County Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights,

or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.8 Right to Farm. The Property is subject to provisions of Idaho Code §22-4501 *et seq.*, the Idaho Right to Farm Act. Nothing in this Declaration shall be construed to define any agricultural operation, agricultural facility or expansion thereof that is operated in accordance with generally recognized agricultural practices to be a "nuisance," or to deprive any Owner of full and complete use of agricultural land for production of any agricultural product as such rights are defined by the Right to Farm Act, provided such agricultural use complies with all state and local laws and regulations including those promulgated pursuant to Idaho Code §67-6529, which authorizes counties to regulate the siting of certain animal operations and facilities. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

4.9 Weed Abatement. Each owner is responsible for destroying and preventing the spread of noxious weeds found upon the Owner's Lot. Noxious weeds are those plants designated by the Idaho Director of Agriculture, or local ordinance to be noxious. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

4.10 Exterior Maintenance: Owner's Obligations No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property or facilities outside the boundary of that Owner's Lot, the Association, upon fifteen (15) days prior written notice to the Owner of the offending property, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so. The Owner of the offending property shall be personally liable, and such Owner's property shall be subject to a lien, for all costs and expenses incurred in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Any offending Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor.

4.11 No Hazardous Activities. No activities shall be conducted on the Property, and improvements constructed on any property, which are or might be unsafe or hazardous to any person or property.

4.12 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) month unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established for the Property.

4.13 Water and Sewage Disposal Systems. Each Owner will be responsible for drilling his or her own well and installing his or her own septic system. The Owner will be responsible for all damage caused by drilling his or her well or installing his or her sewer system

and for all damage, which may later be caused by his or her water or sewage. Each Owner shall obtain all testing, permits, and other authorization required by the Eastern Idaho Public Health Department (EIPHD), and all other applicable laws, and any state or local government agencies. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

4.14 Screening and Landscaping. All Lots shall be screened as required by Title 8, Chapter 12 of the Teton County, Code, and any amendment thereto. All Lots shall be landscaped in a manner that is compatible with the surrounding area and in accordance with any applicable county ordinance.

4.15 Water Rights Appurtenant to Lots. All water rights and assessment obligations appurtenant to the Property, as noted on the Plat, shall be transferred by the to purchaser of the Lot to which the water rights are appurtenant, or to the Association for the benefit of the Lot Owners as may be appropriate, and shall comply with all requirements set forth in Idaho Code § 31-3805.

ARTICLE 5 - NELSON SUBDIVISION HOMEOWNERS ASSOCIATION

5.1 Organization of the Nelson Subdivision Homeowners Association. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association shall be appurtenant to the Lot, or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Each Member shall be entitled to cast one (1) vote for each Lot owned by such Member on the day of the vote. Fractional votes shall not be allowed. If the Owner of a Lot shall be more than one (1) Person, all such Persons shall be deemed Members, but the voting rights in the Association attributable to that Lot may not be split and shall be exercised by one representative selected by such Persons as they, among themselves, may determine. In the event that such joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Power and Duties of the Association.

5.4.1 Powers. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management of the Property the performance of the other responsibilities herein assigned, including without limitation:

5.4.1.1 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, including any Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.4.1.2 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association.

5.4.1.3 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Association shall deem advisable.

5.4.1.4 Right to lien. The power and authority to place a lien on any Lot for all amounts incurred by the Association in exercising its rights and duties under this Declaration owed to the Association, including any attorney fees and costs.

5.4.1.5 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, including, without limitation, the recordation of any claim of lien with the Teton County Recorder, as more fully provided herein.

5.5 Personal Liability. No member of any committee of the Association, or any officer of the Association, if any, or the Declarant, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the manager, if any, or any other representative or employee of the Association, including the Declarant, the Architectural Committee, or any other committee, or any Owner, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.6 Declarant's Exemption. Any and all Improvements constructed by Declarant on or to the Property are not subject to review and approval by the Architectural Committee.

ARTICLE 6 - ARCHITECTURAL COMMITTEE

6.1 Committee. The Architectural Committee shall consist of one Owner of Lot 1 and one Owner of Lot 2. The Architectural Committee may adopt rules and regulations it deems necessary to fufill its responsibilities under this Declaration, provided those rules and regulations are consistent with this Declaration.

6.2 Authority and Duties. The Architectural Committee shall meet when necessary to review all building plans, specifications, and plot plan or other appropriate plans and specifications, and will provide the applicant Owner with a timely decision as to whether such plans and specifications are approved or disapproved. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural shingles roofing material, physical or aesthetic impacts on other properties artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

ARTICLE 7 - EASEMENTS

7.1. Waterway Easements. Declarant hereby reserves for the benefit of the Association and Owners an easement for all Waterways and related pipes, irrigation risers. pumps and other equipment over, across and under all Lots, to the extent reasonably required to maintain any Waterway or water delivery system installed by the Declarant or by the Fox Creek Canal Company for the benefit of the Property. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion.

7.2. Other Easements. Other easements and rights-of-way benefitting and/or burdening the Lots in the Property are shown on the Plat.

ARTICLE 8 - MISCELLANEOUS

8.1 Amendment.

8.1.1 Any amendment shall be by an instrument in writing signed and acknowledged by all Owners of Lot 1 and Lot 2, and such amendment shall be effective upon its recordation with the Teton County Recorder.

8.1.2 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions,

restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

8.2 Enforcement and Non-Waiver.

8.2.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

8.2.2 Violations and Nuisances. The failure of any Owner to comply with any provision of this Declaration or any Association Rules, is hereby declared a nuisance and will give rise to a cause of action in the Declarant, the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both.

8.2.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

8.2.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

8.2.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

8.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

8.3.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

8.3.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 8.3.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

8.3.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

8.3.4 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

8.4 Successors and Assigns. All references herein to Owner or Association, shall be construed to include all successors, assigns, partners, and authorized agents of such Owner or Association.

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective as of the date first set forth above.

_____
E. Valoie Nelson

State of Idaho
ss.
County of Teton

On this _____ day of _____, in the year of 2016, before me, an Idaho notary public, personally appeared E. Valoie Nelson, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

_____
Notary Public for Idaho
Residing at _____
Commission Expires:

(Seal)

EXHIBIT A

Legal Description of the Property

A PARCEL OF LAND IN THE SW 1/4 NE 1/4 SECTION 25, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SW 1/4 NE 1/4 SECTION 25 MARKED BY A 5/8 INCH DIAMETER STEEL REINFORCING BAR WITH AN ALUMINUM CAP INSCRIBED "PLS 14222" AND HAVING A C.P.F.R. FILED IN THE OFFICE OF THE CLERK, TETON COUNTY, IDAHO;

THENCE ALONG LATITUDINAL CENTERLINE OF SAID SECTION 25; N89°26'26"W, 331.9 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N89°26'26"W, 257.63 FEET TO A POINT;

THENCE N04°12'56"W, 722.35 FEET TO A POINT;

THENCE N04°17'48"W, 286.18 FEET TO A POINT;

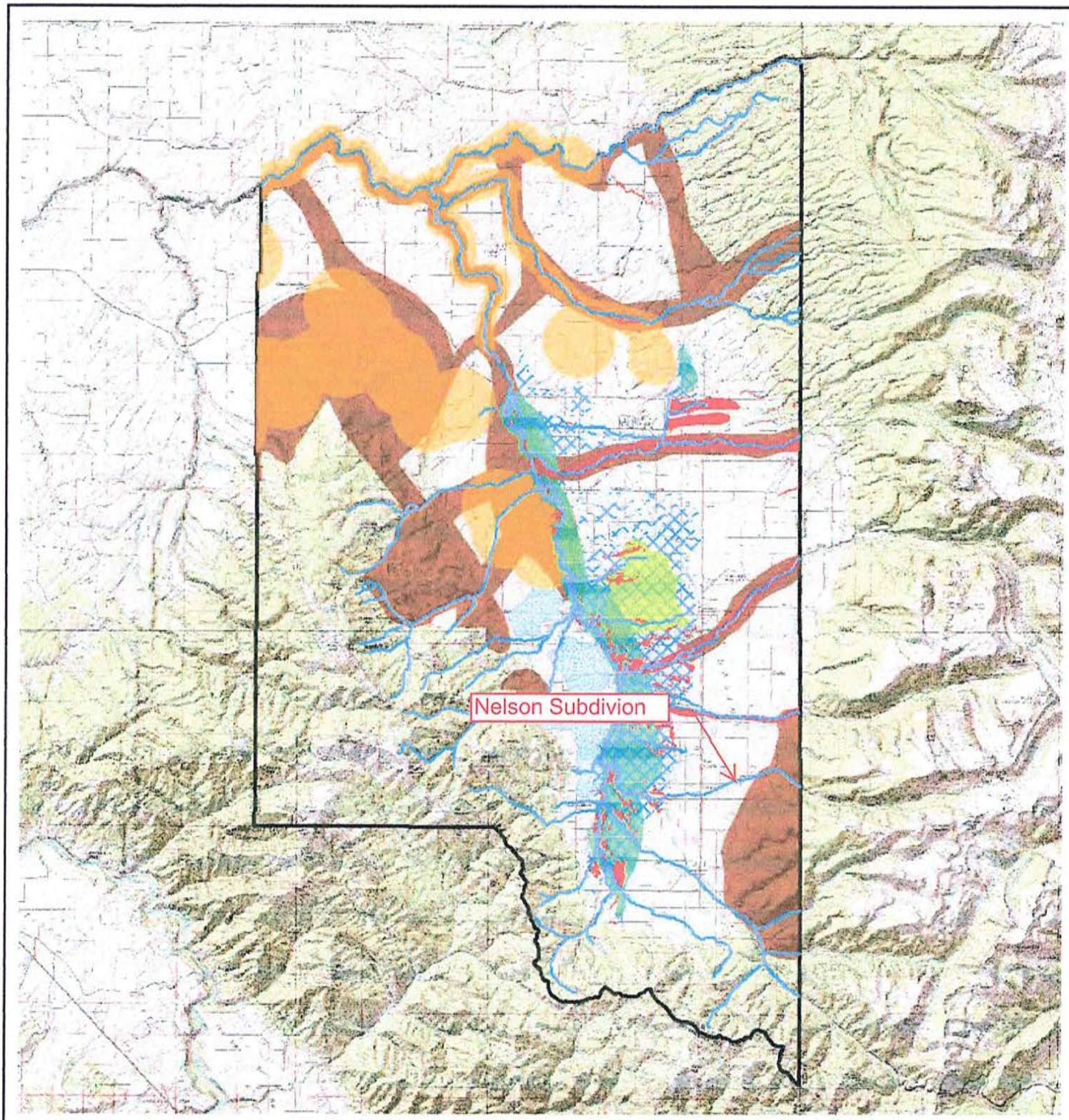
THENCE S89°43'52"E, 648.51 FEET TO A POINT ON THE LONGITUDINAL E 1/16 LINE OF SAID SECTION;

THENCE ALONG SAID LONGITUDINAL LINE S00°53'39"E, 121.96 FEET TO A POINT;

THENCE S77°16'14"W, 336.60 FEET TO A POINT;

THENCE S00°43'17"E, 778.55 FEET TO THE POINT OF BEGINNING;

CONTAINING 8.11 ACRES MORE OR LESS.



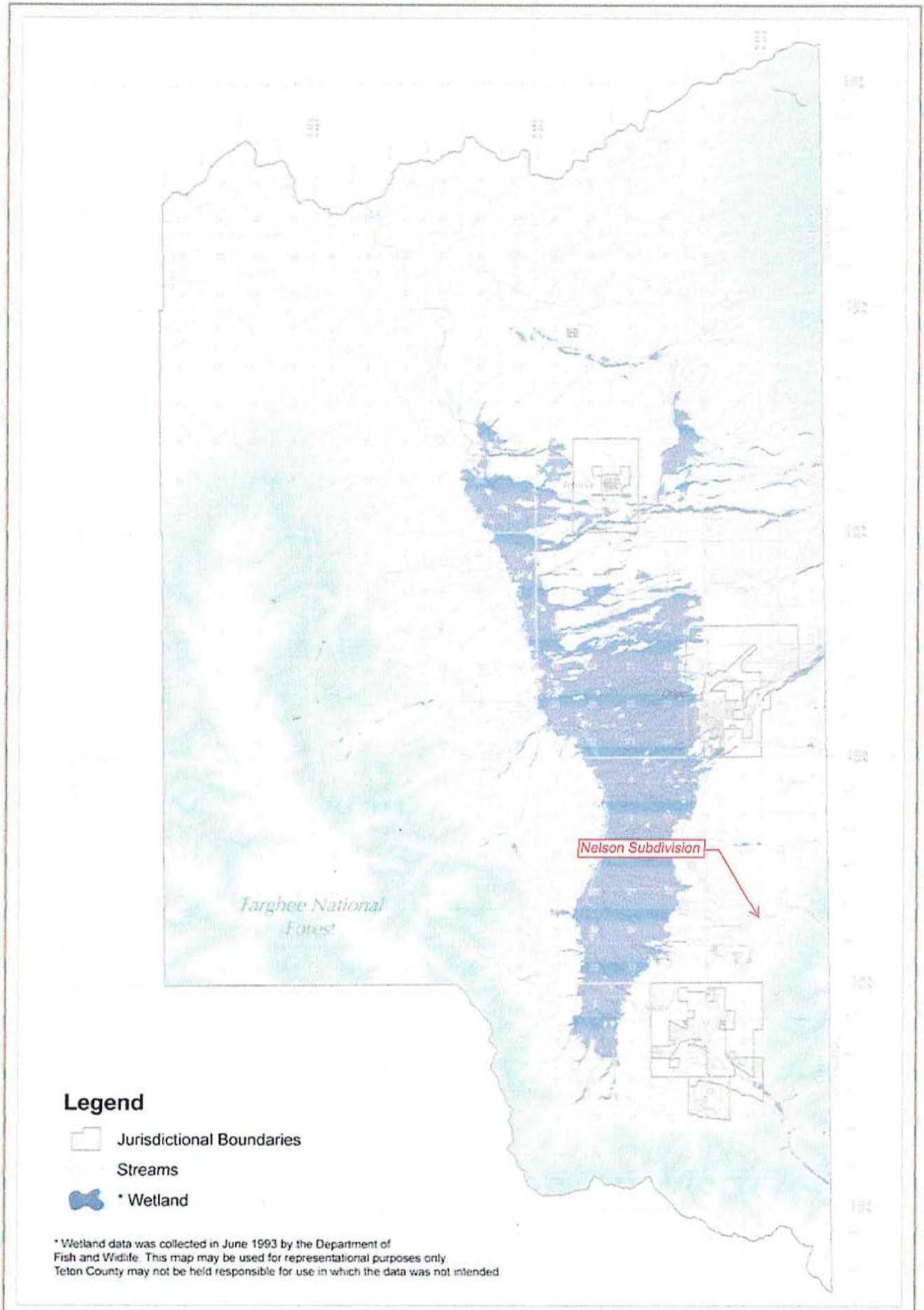
Teton County Natural Resources Overlay

Miles
0 2.5 5

Scale: 1:275,000
USGS Topographic Quad 1:100,000
Rexburg, Idaho and Wyoming 1982
Data Sources: TRLT Surveys (2002-2007)
IDF&G Data (2003, 2006),
USFWS National Wetlands Inventory (1993),
Gregory Aquatics and Henry's Fork Foundation (2005)
Map by Teton Regional Land Trust, June 2008

TETON REGIONAL LAND TRUST

- Big Game Migration Corridors and Seasonal Range
- Waterbird Migration, Foraging Habitat
- Waterbird Breeding, Migration, Foraging, Wintering Habitat
- Songbird/Raptor Breeding and Wintering Habitat
- Sharp-tailed Grouse Breeding and Wintering Habitat
- Priority Wetland Habitat
- Priority Wetland Habitat - Woods Creek Fen
- Priority Wetland Habitat - South Leigh
- Perennial and Seasonal Trout Habitat



Legend

- Jurisdictional Boundaries
- Streams
- * Wetland

* Wetland data was collected in June 1993 by the Department of Fish and Wildlife. This map may be used for representational purposes only. Teton County may not be held responsible for use in which the data was not intended.

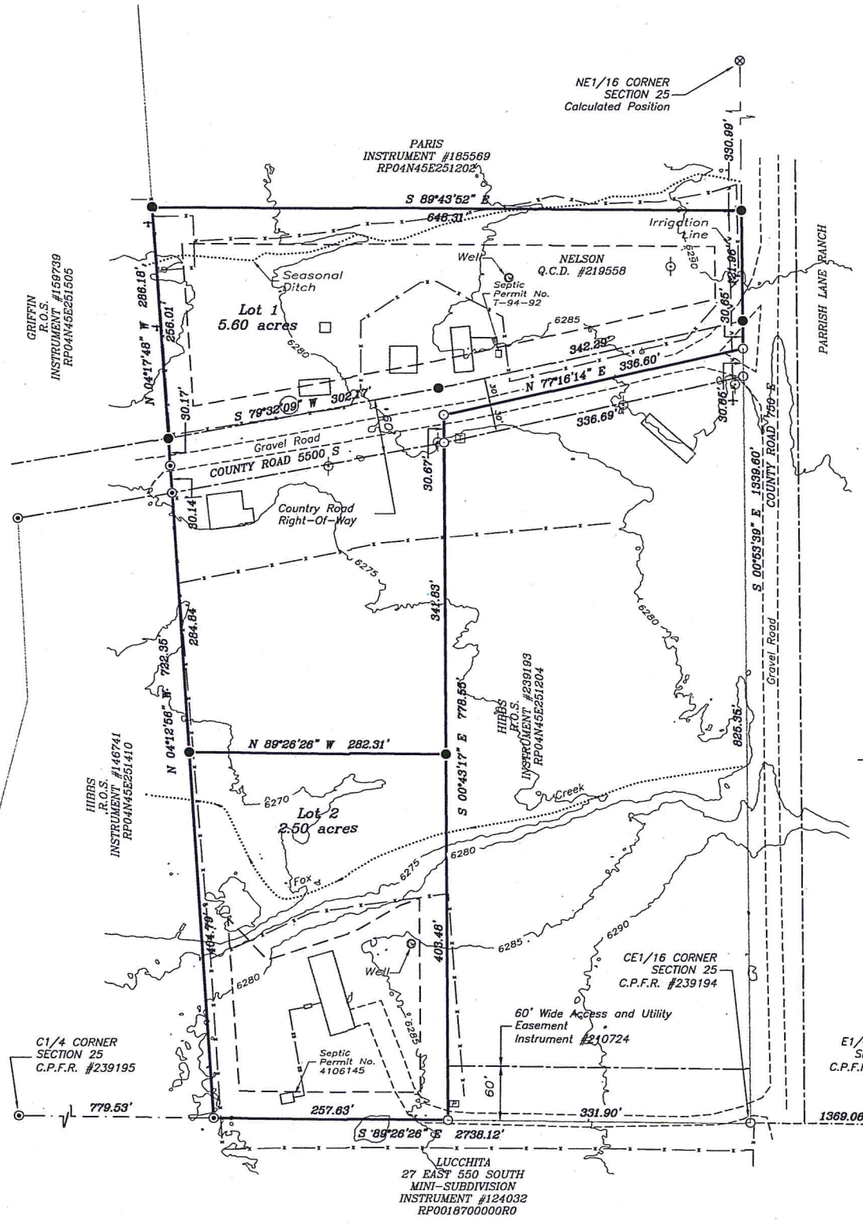
TETON COUNTY WETLANDS

0 1 2 4 Miles

Adopted by Teton County
Date: 12-11-2006

LEGEND

- ⊙ Indicates a 5/8 inch diameter reinforcing bar with an aluminum cap inscribed "PLS 14222" found this survey.
- ⊙ Indicates a 1/2 inch diameter reinforcing bar with a plastic cap inscribed "AW ENG 2860" found this survey.
- ● Indicates a 5/8 inch diameter reinforcing bar with an aluminum cap inscribed "PLS 14222" set this survey.
- ⊛ Indicates a 1 inch diameter pipe with a brass cap inscribed "GLO" found this survey.



- Parcel Boundary Line
- Adjoining Lot Line
- Road Easement
- Quarter Section Line
- Sixteenth Section Line
- Development Setback Line
- Building Line
- Flow Line
- Gravel Road
- Fence Line
- Power Pole
- Irrigation Riser
- Telephone Pedestal
- Well Head

NOTES:

1. INDIVIDUAL WATER AND SEWAGE SYSTEMS ON SITE.
2. ACCESS: COUNTY ROAD 5500S & 750E.
3. SUBDIVISION NOT IN FEMA 100 YEAR FLOOD PLAIN.
4. WATER RIGHTS THROUGH FOX CREEK CANAL COMPANY.
5. SUMMARY OF USES: COUNTY ZONING A–2.5, SETBACKS: FRONT=30 FEET, SIDE=30 FEET, REAR=40 FEET, NATURAL WATERWAY=50 FEET.
6. THE BASIS OF BEARINGS FOR THIS SURVEY IS REFERENCED TO A DIRECT GPS MEASUREMENT FROM GEODETIC NORTH (USING WGS 84, NAD83, CORS96, EPOCH2002.0000), FROM THE CENTER QUARTER CORNER OF SECTION 25 T.4N., R.45E. AND THE EAST QUARTER CORNER OF SECTIONS 25 T.4N., R.45E., AS SHOWN HEREON, BEING N89°26'26" PER INSTRUMENT #124032 AS RECORDED IN SAID OFFICE.
7. SUMMARY OF USES: COUNTY ZONING A–2.5, SETBACKS: FRONT=30 FEET, SIDE=30 FEET, REAR=40 FEET, NATURAL WATERWAY=50 FEET PER TETON COUNTY IDAHO LAND DEVELOPMENT REGULATIONS.
8. EXISTING WARRANTY DEED INSTRUMENT NO. 219558 VAGUELY REFERS COUNTY ROAD 5500S. THE RELATIONSHIP BETWEEN SAID COUNTY ROAD THE SUBJECT PROPERTY'S NORTH LINE IS SHOWN HEREON.
9. LOT DIMENSIONS SHOWN HEREON ARE OF SITE AND RECORD PER ATKINSON PROPERTY SURVEY, INSTRUMENT NO. 92434.

SURVEYOR'S CERTIFICATE

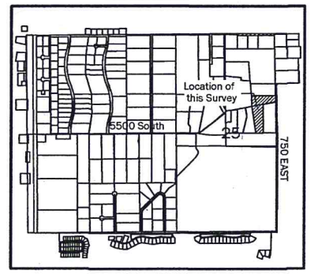
I, Justin M. Steffler, a Registered Professional Land Surveyor in the State of Idaho, License Number 14222, do hereby certify that this survey referred to hereon was performed under my responsible charge in accordance with Idaho State Code, Title 55, Chapter 19.

REGISTERED LAND SURVEYOR 14222 STATE OF IDAHO

Justin M. Steffler License No. 14222 Date

DRAFT

VICINITY MAP



Section 25, T. 4 N., R. 45 E.
Scale 1"=2000'

LEGAL DESCRIPTION OF LAND SUBDIVIDED:

A PARCEL OF LAND IN THE SW 1/4 NE 1/4 SECTION 25, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE S77°16'14"W, 336.60 FEET TO A POINT;
THENCE S00°43'17"E, 778.55 FEET TO THE POINT OF BEGINNING;

CONTAINING 8.11 ACRES MORE OR LESS.

SUBJECT TO COUNTY ROAD AND UTILITY EASEMENT FOR COUNTY ROAD S5500E BOTH EXISTING AND OF RECORD WHICH MAY NOT BE SHOWN ON THIS SURVEY.

OWNER:
E. Valoie Nelson
689E 5500S
VICTOR, ID 83455

SURVEYOR:
PIERSON LAND WORKS LLC
18 North Main St. Suite 305
DRIGGS, ID 83422
PHONE: 208–354–5429

ZONE = AR–2

OVERLAYS: NONE

NUMBER OF LOTS: 2
MINIMUM ACREAGE/LOT: 2.5 ACRES
TOTAL PROJECT ACREAGE: 8.11 ACRES

PREPARATION DATE: SEPTEMBER 13, 2016
FINAL REVISION DATE: ——— 2016

Received on: 10-4-2016 By: KMO
Draft # 1 Supersedes previous? Y N
Submitted to BoCC or PZC Hearing
Hearing Date: 11-8-2016

Project Number • 15128
Project Path • F:\2015\15128ID\Survey\ACAD\15128_BASE.dwg
Drawn By • PWG
Reviewed By • JMS
Drawing Date • September 13, 2016
Revision Date • ———

Preliminary/Master Plan
Final Plat
Nelson Subdivision
Being a Portion of SW1/4 NE1/4 of Section 25
T. 4 N., R. 45 E., B.M.,
TETON COUNTY, IDAHO

we define, design & deliver
the places that you play, Live & Work

Pierson Land Works LLC
1075 S. Utah, Suite 181
Idaho Falls, ID 83402
Tel 208.529.5429
Fax 307.733.9669
piersonlandworks.com

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A PARCEL OF LAND IN THE SW 1/4 NE 1/4 SECTION 25, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 8.11 ACRES MORE OR LESS.

SUBJECT TO COUNTY ROAD AND UTILITY EASEMENT FOR COUNTY ROAD S5500E BOTH EXISTING AND OF RECORD WHICH MAY NOT BE SHOWN ON THIS SURVEY.

CERTIFICATE OF OWNERS

STATE OF IDAHO)
SS
COUNTY OF TETON)

THE UNDERSIGNED OWNER AND PROPRIETOR HEREBY CERTIFIES THAT THE FOREGOING SUBDIVISION OF THE LAND AS PLATTED AND DESCRIBED IN THE OFFICE OF THE CLERK OF TETON COUNTY, IDAHO, LYING WITHIN THE SW¼NE¼ OF SECTION 25, T. 4 N., R. 45 E., B.M., TETON COUNTY, IDAHO AS SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRE:

THAT THE NAME OF THE SUBDIVISION SHALL BE THE "NELSON SUBDIVISION";

THAT THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AS SHOWN HEREON;

THAT THIS SUBDIVISION IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAYS, RESERVATIONS, AND RESTRICTIONS, OF SIGHT AND/OR RECORD;

THAT THIS SUBDIVISION IS SUBJECT TO THAT RIGHT-OF-WAY EASEMENT TO FALL RIVER ELECTRIC CORPORATION, RECORDED AS INSTRUMENT NO. 191187, IN SAID OFFICE;

THAT ACCESS TO LOTS 1 & 2 BY COUNTY ROAD 5500S;

THAT ACCESS TO LOT 3 BY COUNTY ROAD 750E THROUGH THE 60 FOOT WIDE ACCESS AND UTILITY EASEMENT RECORDED AS INSTRUMENT NO. 210724, IN SAID OFFICE;

THAT THE LOTS SHOWN HEREON WILL BE SERVICED BY INDIVIDUAL WELLS AND SEWAGE SYSTEMS;

E. VALOIE NELSON, OWNER _____ DATE _____

IRRIGATION CERTIFICATE

THE PROPERTY REMAINS WITHIN FOX CREEK CANAL COMPANY IRRIGATION DISTRICT AND IS ELIGIBLE FOR XX SHARES. SUITABLE WATER DELIVERY SYSTEMS HAVE NOT BEEN PROVIDED. UNLESS SHOWN ON SAID PLAT.

PRESIDENT; FOX CREEK CANAL COMPANY, INCORPORATED _____ DATE _____

TETON COUNTY FIRE MARSHAL

I HERE BY CERTIFY THAT THE PROVISIONS FOR FIRE PROTECTION FOR THIS PLAT MEET THE TETON COUNTY FIRE CODE AND HAVE BEEN APPROVED BY MY DEPARTMENT.

TETON COUNTY FIRE MARSHAL _____ DATE _____

TETON COUNTY TREASURER CERTIFICATE

PRESENTED TO THE TETON COUNT TREASURER WHO HEREBY CERTIFIES THAT ALL TAXES HAVE BEEN PAID ON THE SHOWN TRACT OF LAND ON THIS PLAT AND ARE CURRENT.

TETON COUNTY TREASURER _____ DATE _____

TETON COUNTY ASSESSOR CERTIFICATE

PRESENTED TO THE TETON COUNTY ASSESSOR ON THE FOLLOWING DATE FOR APPROVAL AND ACCEPTANCE.

TETON COUNTY ASSESSOR _____ DATE _____

HEALTH DEPARTMENT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50-13 HAVE BEEN SATISFIED SUBJECT TO THE INFORMATION CONTAINED IN THE ATTACHED SANITARY REGULATIONS AND RULES, SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

EASTERN IDAHO PUBLIC HEALTH, EHS _____ DATE _____

COUNTY PLANNING AND ZONING COMMISSION

PRESENTED TO THE TETON COUNTY PLANNING AND ZONING COMMISSION ON THE SHOWN DATE, AT WHICH TIME THIS SUBDIVISION AS PLATTED WAS APPROVED AND ACCEPTED

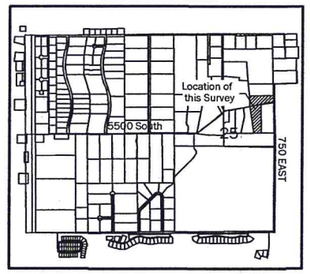
PLANNING ADMINISTRATOR _____ DATE _____

TETON COUNTY COMMISSIONERS APPROVAL

PRESENTED TO THE TETON COUNTY BOARD OF COUNTY COMMISSIONERS ON THE FOLLOWING DATE FOR APPROVAL AND ACCEPTANCE.

CHAIRPERSON OF TETON COUNTY BOARD OF COMMISSIONERS _____ DATE _____

VICINITY MAP



Section 25, T. 4 N., R. 45 E.
Scale 1"=2000'

EXAMINING SURVEYOR

I certify that I have examined this plat and find it to be correct and acceptable as required by Section 50-1305 of the Idaho Code.

TETON COUNTY PLAT REVIEW SURVEYOR _____ DATE _____

RECORDER'S CERTIFICATE

STATE OF IDAHO TETON COUNTY

DRAFT

Preliminary/Master Plan
Final Plat
Nelson Subdivision
Being a Portion of SW1/4 NE1/4 of Section 25
T. 4 N., R. 45 E., B.M.,
TETON COUNTY, IDAHO

we define, design & deliver
the places that you play, Live & Work

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Idaho Falls, ID 83402
Tel 208.529.5429
Fax 307. 733.9669
piersonlandworks.com

Project Number - 15128
Project Path - F:\2015\1512BID\Survey\ACAD\15128_BASE.dwg
Drawn By - PWG
Reviewed By - JMS
Drawing Date - September 13, 2016
Revision Date - ——